

DEPARTMENT OF TRANSPORTATION

ESC/OE MS #43
1727 30TH Street, 2ND Floor
Sacramento, CA 95816



June 19, 2000

04-Ala-80-0.0/0.5
04-012084

Addendum No. 1

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in ALAMEDA COUNTY IN OAKLAND AT 2.9 km WEST OF SAN FRANCISCO-OAKLAND TOLL PLAZA.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on June 27, 2000.

This addendum is being issued to revise the Notice to Contractors and Special Provisions.

In the Notice to Contractors and Special Provisions, the attached registered Engineer's seal is added after the "Important Special Notices."

In the Special Provisions, in the "NOTICE TO CONTRACTORS," the following paragraphs are added after the fifth paragraph:

"Bidder inquiries may be made as follows:

For all inquiries: Toll Bridge Duty Senior at the District 04 Office, 111 Grand Avenue, Oakland, California 94612, fax number (510) 286-4563, email address duty_senior_tollbridge_district04@dot.ca.gov, telephone number (510) 286-5549.

Bidders will be requested to submit their inquiries in writing to the Oakland address, accompanied by an electronic copy where feasible, in order to avoid any misunderstandings. Written inquiries shall include the bidder's name, address and phone number. Written inquiries will be investigated and an addendum to the contract will be issued to the extent feasible and at the discretion of the Department. A copy of each addendum will also be posted on the Internet at "<http://www.dot.ca.gov/hq/esc/tollbridge/Contract.html>".

In the Special Provisions, Section 2-1.08, "ESCROW OF BID DOCUMENTATION," the fourth paragraph is deleted.

In the Special Provisions, Section 2-1.08, "ESCROW OF BID DOCUMENTATION," the eighth paragraph is revised as follows:

"The bid documentation shall include, but not be limited to: quantity takeoffs; rate schedules for the direct costs and the time- and nontime-related indirect costs for labor (by craft), plant and equipment ownership and operation, permanent and expendable materials, insurance and subcontracted work; estimated construction schedules, including sequence and duration and development of production rates; quotations from subcontractors and suppliers; estimates of field and home office overhead; contingency and margin for each contract item of work; names of persons responsible for preparing the bidder's estimate, and other reports, calculations and information used by the bidder to arrive at the estimate submitted with the proposal."

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In the Special Provisions, Section 2-1.08, "ESCROW OF BID DOCUMENTATION," the twelfth paragraph is revised as follows:

"The first, second, and third apparent low bidders shall present the bid documentation for escrow at the District 04 Office, 111 Grand Avenue, Room 12-816, Oakland, CA, on the first Monday, at 1:00 p.m. following the time indicated in the "Notice to Contractors" for the opening of bids."

In the Special Provisions, Section 5-1.01, "PLANS AND WORKING DRAWINGS," the first paragraph is revised as follows:

"When the specifications require working drawings to be submitted to the Division of Structural Design, the drawings shall be submitted to: Office of Resident Engineer, San Francisco/Oakland Bay Bridge, Toll Plaza Administration Building, Room 1261, Oakland, California 94609, Attention: Resident Engineer, 04-012084."

In the Special Provisions, Section 5-1.12, "DISPUTE REVIEW BOARD," is deleted.

In the Special Provisions, Section 5-1.13, "PARTNERING," is deleted.

In the Special Provisions, Section 5-1.17, "FORCE ACCOUNT PAYMENT," and Section 5-1.18, "OVERHEAD," are revised as attached.

In the Special Provisions, Section 5-1.28, "DRAWINGS," the following requirements are added to the second paragraph:

"F. Electronic files of working drawings shall be Microstation Version 95 or later design file format and shall be submitted on compact disk media.

G. An Index, prepared specifically for the working drawings for each portion of the work which requires working drawings, containing sheet numbers and titles shall be included in the compact disk media. Electronic files for working drawings shall be arraigned in the order of drawing numbers shown in the index.

H. At the completion of the contract, one set of all approved final shop and working drawings in electronic form, including any revisions required after approval, shall be furnished to the Engineer."

In the Special Provisions, Section 8-1.02, "STATE FURNISHED MATERIALS," Item C is replaced with the following:

"C. 2.438 m diameter steel pipe for welding qualification (in 2 sections, each 600 mm long, wall thickness is 70 mm.)."

In the Special Provisions, Section 10-1.12, "PILING," the following paragraph is added after the seventh paragraph:

"Impact hammers shall have the capacity to operate with 25 blows per minute at full stroke. No prototype impact hammers shall be used."

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In the Special Provisions, Section 10-1.12, "PILING," under Item D, the fourth and fifth sentences are revised as follows:

"Attachment of backing rings to one of the two pile sections being joined shall be by continuous fillet weld along the inside surface of either the upper or the lower pile. Attachment of the backing ring to the other pile section being joined shall be done using the minimum size and spacing of tack welds that will securely hold the backing ring in place."

In the Special Provisions, Section 10-1.14, "SOUND-ATTENUATING SYSTEMS," under the subsection "FLOATING BARRIER WITH AN AERATING MECHANISM," the following paragraph is added at the end of the subsection:

"The telephone number for Gunderboom, Inc. is 1-907-349-7008."

To Proposal and Contract book holders:

ATTACHED ARE COPIES OF THE MATERIAL INFORMATION, PERMIT 401 WAIVER.

INDICATE RECEIPT OF THIS ADDENDUM BY FILLING IN THE NUMBER OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE SIGNATURE PAGE OF THE PROPOSAL.

SUBMIT BIDS IN THE PROPOSAL AND CONTRACT BOOK YOU NOW POSSESS. HOLDERS WHO HAVE ALREADY MAILED THEIR BOOK WILL BE CONTACTED TO ARRANGE FOR THE RETURN OF THEIR BOOK.

INFORM SUBCONTRACTORS AND SUPPLIERS AS NECESSARY.

This office is sending this addendum by UPS overnight mail to Proposal and Contract book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

NICK YAMBAO, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachments

CONTRACT NO. 04-012084

The special provisions contained herein have been prepared by or under the direction of the following Registered Engineers.

STRUCTURES


REGISTERED CIVIL ENGINEER



5-1.17°FORCE ACCOUNT PAYMENT

The second, third and fourth paragraphs of Section 9-1.03A, "Work Performed by Contractor," of the Standard Specifications, shall not apply.

To the total of the direct costs computed as provided in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications, there will be added a markup of 28 percent to the cost of labor, 10 percent to the cost of materials, and 10 percent to the equipment rental. These markups shall be applied to all work performed on force account basis, regardless of whether the added work affects the current contract completion date.

The above markups, together with payments made for time related overhead pursuant to "Overhead" of these special provisions, shall constitute full compensation for all overhead costs for work performed on a force account basis. These overhead costs shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Sections 9-1.03A(1), "Labor," 9-1.03A(2), "Materials," and 9-1.03A(3), "Equipment Rental," of the Standard Specifications. The total payment made as provided above and in the first paragraph of Section 9-1.03A, "Work Performed by Contractor," shall be deemed to be the actual cost of the work performed on a force account basis, and shall constitute full compensation therefor. Full compensation or all overhead costs for work performed on a force account basis and for which no adjustment is made to the quantity of time related overhead pursuant to "Overhead" of these special provisions, shall be considered as included in the markups specified above, and no additional compensation will be allowed therefor.

When extra work to be paid for on a force account basis is performed by a subcontractor, approved in accordance with the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, an additional markup of 5 percent will be added to the total cost of said extra work including all markups specified in this section "Force Account Payment". Said additional 5 percent markup shall reimburse the Contractor for additional administrative costs, and no other additional payment will be made by reason of performance of the extra work by a subcontractor.

5-1.18°°OVERHEAD

The Contractor will be compensated for overhead in accordance with these special provisions.

Attention is directed to "Force Account Payment" and "Progress Schedule (Critical Path)" of these special provisions.

Section 9-1.08, "Adjustment of Overhead Costs," of the Standard Specifications shall not apply.

Time related overhead shall consist of those overhead costs, including field and home office overhead, that are in proportion to the time required to complete the work. Time related overhead costs shall not include costs that are not related to time, including but not limited to mobilization, licenses, permits, and any other charges incurred only once during duration of the contract.

The quantity of time related overhead to be measured for payment will be the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, adjusted only as a result of suspensions and adjustments of time which revise the current contract completion date and which are also any of the following:

A. suspensions of work ordered in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications, except:

1. suspensions ordered due to the failure on the part of the Contractor to carry out orders given, or to perform any provision of the contract; and
2. suspensions ordered due to unsuitable weather conditions;

B. extensions of time granted by the State in accordance with the provisions of the fifth paragraph of Section 8-1.07, "Liquidated Damages," of the Standard Specifications; or

C. reductions in contract time set forth in approved contract change orders, in accordance with Section 4-1.03, "Changes," of the Standard Specifications.

The contract price paid for time related overhead shall include full compensation for time related overhead measured for payment as specified above, incurred by the Contractor and by any joint venture partner, subcontractor, supplier or other party associated with the Contractor.

No adjustment in compensation will be made for any increase or decrease in the quantities of time related overhead required, regardless of the reason for the increase or decrease. The provisions in Sections 4-1.03B, "Increased or Decreased Quantities" and 4-1.03C, "Changes in Character of the Work," of the Standard Specifications, shall not apply to time related overhead.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the number of working days to be paid for time related overhead in each monthly estimate will be the number of working days specified above to be measured for payment that occurred during that monthly estimate period . The amount earned per working day for time related overhead shall be the contract unit price for time related overhead, or 15 percent of the original contract amount divided by the number of working days specified in "Beginning of Work, Time of Completion and Liquidated Damages" of these special provisions, whichever is the lesser.

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, of the contract item price for time related overhead not yet paid will be included for payment in the first estimate made after acceptance of the contract in accordance with Section 9-1.07, "Payment after Acceptance," of the Standard Specifications. For progress payment purposes, the number of working days to be paid for time related overhead in each monthly estimate will be the number of working days specified above to be measured for payment that the Contractor performed work on the current controlling operation or operations as specified in Section 8-1.06, "Time of Completion," of the Standard Specifications. Working days specified above to be measured for payment, on which the Contractor did not perform work on the controlling operation or operations will be measured and included for payment in the first estimate made in accordance with Section 9-1.07, "Payment After Acceptance," of the Standard Specifications.

Full compensation for all overhead costs, including overhead costs for increases in the quantity of contract items of work; other than time related overhead measured and paid of as specified above, and other than overhead costs included in the markups specified in "Force Account Payments" of these special provisions; shall be conducted as included in the various items of work and no additional compensation will be allowed therefor.